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OMB No. 1124-0006; Expires October 31, 2026

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Dickens & Madson Canada Inc.

2. Registration Number
6200

3. Primary Address of Registrant
c/o Traeger Resources & Logistics, 740 Notre Dame Ouest, Suite 1250, Montreal, Quebec, CANADA H3C 3X6

4. Name of Foreign Principal
Mr. Fred Matiang'i

5. Address of Foreign Principal
*confidential
Nairobi
KENYA

6. Country/Region Represented
KENYA

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☒ Individual-State nationality KENYA

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

Received by NSD/FARA Registration Unit 07/29/2024 7:17:42 PM

9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Mr. Matiang'i is a Kenyan politician and the former Cabinet Secretary for the Ministry of Interior and Coordination of National Government, as well as the former Cabinet Secretary for Education, Science and Technology and former Cabinet Secretary for Information, Communications and Technology, under President Uhuru Kenyatta from 2013 to 2022.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
29 JULY 2024	ARI BEN-MENASHE	Ari Ben Menashe

Received by NSD/FARA Registration Unit 07/29/2024 4:40:48 PM

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Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Dickens & Madson Canada Inc.	6200

3. Name of Foreign Principal

Mr. Fred Matiang'i

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 07/29/2024

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The attached Consultancy Agreement between the parties requires the payment of fees and expenses by the Foreign Principal to the Registrant in the amount of $250,000.00 US. As of the filing date, Registrant has received an initial retainer in the amount of $65,000.00 US and will begin performing services on behalf of the Foreign Principal in accordance with the terms of the Consultancy Agreement.

Received by NSD/FARA Registration Unit 07/29/2024 7:17:37 PM

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Within the United States, Registrant proposes to lobby the executive and/or legislative branches of the government of the United States and its agencies to support the efforts of Fred Matiang'i to become President of Kenya. Additionally, Registrant proposes to provide media and public relations services on behalf of the foreign principal's goals and activities. Registrant also provides lobbying services to the foreign principal in other countries.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

As described above, Registrant will attempt to influence United States policy in favor of Fred Matiang'i's becoming the elected President of Kenya through means of lobbying, public relations and economic development activities. If needed, Registrant will also assist the Foreign Principal in the preparation and/or dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

Received by NSD/FARA Registration Unit 07/29/2024 4:40:48 PM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
29 JULY 2024	ARI BEN-MENASHE	Ari Ben Menashe

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Dickens & Madson (Canada), Inc.
740 Notre Dame West, suite 1250
Montreal, Quebec, Canada H3C 3X6

13 July 2024

CONSULTANCY AGREEMENT

You hereby retain us, and we hereby agree, as more fully set forth below, to lobby the executive and/or legislative branches of the governments of the United States of America, United Kingdom, Japan, branches of the Republic of Kenya and any other mutually agreed upon country or countries, and or International Organizations on your behalf, and also provide other services, all to assist the devising and execution of policies for the beneficial development and stability of your political goals and to assist you in attaining the Office of the President of The Republic of Kenya as more fully described below, and subject to the terms and conditions set forth below.

1. Our lobbying services shall consist of maintaining such contacts with the executive and/or the legislative branches of the aforesaid government or governments and international agencies and in consultation with us, deem advisable in order to urge the institution and/or maintenance of legislative and/or executive policies favorable to you, and the elimination or prevention of such policies and opinions unfavorable to you. We will lobby the government of the United States to [redacted] assist you in attaining the office of the President of The Republic of Kenya. [redacted] your political aspirations. We shall also lobby for financial assistance from the Kingdom of Japan for the amount of [redacted] for the same purposes. [redacted]

Received by NSD/FARA Registration Unit 07/29/2024 7:17:37 PM

Received by NSD/FARA Registration Unit 07/29/2024 7:17:37 PM

2. The lobbying services noted above shall be conducted by us if and only to the extent they are mutually agreed upon, and only to the extent allowed by law and in particular, but without limitation, only to the extent that all activities conducted by us can be, and are, in compliance with any and all laws and regulations relating to lobbying on behalf of a foreign entity, including registration and disclosure. As you know consultants are not allowed to receive any funds that devolve from government grants that they may procure for their client.

3. The other services cited by us above shall, to the extent mutually agreed upon, include assistance in providing key personnel, training, equipment, technical assistance, and development assistance, as may be appropriate. We shall also give you public relations and media assistance to project a positive image of you in the international media.

4. The retainer for this consultancy agreement shall be US$250,000.00 payable upon signature of this agreement by wire transfer to the following account:

Account name:
Account address:

Account number:
Bank name:
Bank address:
Bank routing (US):
Bank Swift (Int'l):

[redacted]

5. Any normal out-of-pocket disbursements shall be our responsibility; and the payment of any unusual out-of-pocket disbursements shall be as mutually agreed upon.

6. We will keep you fully advised on all our efforts on your behalf.

7. We shall develop a series of guidelines within which we shall have the discretion to act on your behalf, subject always to your specific instructions.

13 JULY 2024

Received by NSD/FARA Registration Unit 07/29/2024 7:17:37 PM

Received by NSD/FARA Registration Unit 07/29/2024 7:17:37 PM

8. We shall exert reasonable efforts to secure favorable legislative and/or executive policies, including, without limitation, the specific items noted in paragraphs 1 and 3 above. You are aware, however, that it is not possible in these fields to guarantee any particular results. In order to enable us to serve your interests effectively, considering the foregoing, you agree to cooperate with us fully in furnishing us with necessary information as promptly as possible.

9. The term of this agreement shall be for one year renewable upon mutual agreement.

10. This letter of agreement sets forth our entire understanding.

11. This Consultancy Agreement and any documents relating to it may be executed and transmitted between the signatories by facsimile or email, said facsimile, or email, shall be deemed to be, and utilized in all respects as an original, wet-inked manually executed document.

If the foregoing correctly sets forth your understanding of our agreement, please so indicate by countersigning below. This letter shall then constitute a binding agreement between us.

Dated as of this 13th day of July 2024.

Confirmed and accepted:

Inc.

July 13th 2024

By: _____
Fred Matiang'i

ON BEHALF OF:

Confirmed and accepted:
Dickens & Madson (Canada),

By: _____
Ari Ben-Menashe, President

DICKENS & MADSON (CANADA) INC. 3801379

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